



Terms of Service

This Service Agreement outlines the terms and conditions under which The Little Black Duck Co. PTY LTD provides services to our clients. This agreement is applicable to all clients, including those receiving services under the National Disability Insurance Scheme (NDIS) and non-NDIS clients.

Payment Terms

- Invoices are issued weekly and are payable within 14 days of the invoice date.
 - Payment methods accepted include credit card and direct deposit.
 - Payment is the responsibility of the person using The Little Black Duck Co. PTY LTD's service and the client (or their responsible party) is liable for all fees incurred and is expected to settle any unpaid balances promptly.
 - In the event of overdue payments, The Little Black Duck Co. PTY LTD reserves the right to apply late payment fees and take necessary actions to recover unpaid amounts, which may include discontinuation of services until fees are paid, and/or legal proceedings.
-

Fee Schedule

Appointments:

- Online appointments: \$190.00/hr (+GST if applicable)
- Face to Face appointments: \$190.00/hr (+GST if applicable)
- Group sessions: \$90 per session (\$60/hr + \$30 pack up/setup) (+GST if applicable)

Training Fees:

- Online: Short 2-3 hour training sessions: \$60 (+GST if applicable)
 - Online: 10hr training sessions: \$500 + training equipment, resources and tools (+GST if applicable)
 - Team training/B2B training: \$270/hr for teams of 5 or less, includes training equipment, resources and tools. Please contact us for larger group fees
-

Appointment Booking

- Appointments can be booked by contacting The Little Black Duck Co. PTY LTD via
 - **Email:** info@thelittleblackduck.com.au
 - **Phone:** 0466 114 755
 - **Online:** <https://www.thelittleblackduck.com.au/book-in/>
 - **In person:** New appointments can be booked directly with your practitioner during one of your appointments
 - Bookings are subject to availability and will be confirmed by The Little Black Duck Co. PTY LTD via email or SMS.
-



Terms of Service

Cancellation Policy

- **Client Cancellation Policy:**
 - No charge for cancellations with 72+ hours notice.
 - 50% fee for cancellations made 71 to 48 hours prior.
 - 100% fee for cancellations made with less than 48 hours notice.
 - **Cancellation Methods:**
 - **Phone:** 0466 114 755
 - **Email:** info@thelittleblackduck.com.au
 - **Facebook message:** www.facebook.com/alittleblackduck
 - **Contact us page:** https://www.thelittleblackduck.com.au/contact-us/
 - **SMS** (0466 114 755): including the client's name, date, and time of session.
- **The Little Black Duck Cancellation:** If we need to cancel with less than 24 hours notice, a staff member from The Little Black Duck Co. PTY LTD will be in contact with you to organise compensation. Options include rescheduling, a discount on a future session, or a full refund. The following contact details in the client file will be used.

Complaints Procedure

- If you have any concerns or complaints about our services, please contact us directly to discuss and resolve the issue.
- You can also lodge a formal complaint through our website or by sending an email.
- We are committed to addressing all complaints promptly and fairly.
- **Contact Methods**
 - **Phone:** 0466 114 755
 - **Email:** info@thelittleblackduck.com.au
 - **Facebook message:** www.facebook.com/alittleblackduck
 - **Contact us page:** https://www.thelittleblackduck.com.au/contact-us/
 - **SMS** (0466 114 755): including the client's name, date, and time of session.

Privacy and Confidentiality

At The Little Black Duck, we are committed to protecting the privacy and confidentiality of our clients' personal information in accordance with the Privacy Act 1988 (Cth) and NDIS privacy requirements.

- **Collection and Use:** We collect personal information solely for the purpose of providing our services. This information is used to support client needs and deliver customer support.



Terms of Service

- **Storage:** All personal information is securely stored within Australia.
- **Consent for Sharing:** We do not share personal information with third parties without obtaining prior consent, except as required by law.
- **Access and Correction:** Clients have the right to access and correct their personal information.
- **Annual Review:** Our privacy policy is reviewed annually to ensure compliance and effectiveness.

For more detailed information on our privacy practices, please refer to our full Privacy Policy available via:

- **Email Request:** info@thelittleblackduck.com.au
- **Facebook message:** www.facebook.com/alittleblackduck
- **Website:** <https://www.thelittleblackduck.com.au/>

Service Provision

At The Little Black Duck, we are committed to delivering high-quality, individualised services that cater to the unique needs of each client. Our approach to service provision includes several key steps to ensure that we meet and exceed professional standards, as well as adhere to the guidelines set out by the NDIS for clients under the scheme.

Initial Intake Meeting/Interview:

- Every client relationship begins with an in-depth intake meeting or interview. This session is designed to understand your specific needs, preferences, and goals.
- During this meeting, we gather essential information that guides the customization of our services to best suit your requirements.

Development of a Service Outline:

- Based on the insights gained from the intake meeting, we create a detailed service outline. This document comprehensively covers the scope of services, objectives, and any specialised approaches or resources that will be utilised.
- The service outline is tailored to align with your individual goals and circumstances, ensuring a personalised service experience.

Review and Agreement:

- We present the service outline to you (and your family or support team, if applicable) for review. This is an opportunity for you to provide feedback and request any modifications.
- Once the service outline is finalised and agreed upon, it serves as a mutual agreement between you and The Little Black Duck. This agreement guides the delivery of our services and sets clear expectations.

Adherence to Professional Standards and NDIS Guidelines:

- All our services are provided in strict accordance with professional standards and ethical practices.



Terms of Service

- For NDIS clients, our services are meticulously aligned with the NDIS guidelines to ensure compliance and to maximise the benefits of the scheme for you.

Ongoing Communication and Adjustments:

- We maintain open and ongoing communication with you throughout the service delivery. This allows us to make any necessary adjustments to the service plan as your needs or circumstances evolve.

By adopting this thorough and client-centered approach, we at The Little Black Duck ensure that our services not only meet but exceed your expectations, providing you with the support and assistance you require to achieve your objectives.

NDIS-Specific Terms (applicable to NDIS clients)

- Services provided to NDIS clients will adhere to the terms and conditions outlined in the NDIS Participant's Plan.
- We commit to collaborating with NDIS participants, their plan managers, and support coordinators to ensure services align with the participants' goals.

By availing of our services, you agree to the terms and conditions outlined in this Service Agreement. We reserve the right to update these terms and will communicate any changes in a timely manner.

Termination of Contract

1. Terms of Termination

This service agreement can be terminated by either the client or The Little Black Duck Co. Pty Ltd. Conditions for termination include non-compliance with agreement terms, non-payment of fees, changes in the client's requirements or circumstances, or the completion of the agreed-upon service as outlined in the service summary.

2. Notice of Termination

To terminate this agreement, the party wishing to end the service must provide written notice. The standard notice period is [specify period, e.g., 30 days], unless there are extenuating circumstances that require immediate termination.

During the notice period, all agreed-upon services and obligations will continue to be provided, unless mutually agreed otherwise.

3. Termination by The Little Black Duck

The Little Black Duck reserves the right to terminate the agreement if there is a breach of contract, consistent non-payment, or other serious issues that impede our ability to provide services.



Terms of Service

In such cases, clients will be notified in writing of the reasons for termination and any applicable notice period.

4. Client-Initiated Termination

Clients may terminate this agreement if they feel their needs are not being met, or due to changes in their circumstances or preferences.

We request clients to provide feedback or reasons for termination, although this is not mandatory.

5. Effect of Termination

Upon termination, all services will cease after the expiration of the notice period.

Any outstanding payments due to The Little Black Duck must be settled within [specify period] of the termination date.

6. Post-Termination Responsibilities

Following termination, The Little Black Duck will ensure that all client information is handled in accordance with our privacy policy and any legal obligations.

If applicable, we will assist in transitioning the client to another service provider.

This termination policy is designed to protect the interests of both the client and The Little Black Duck, and to ensure a clear and respectful process for ending our service agreement.

Additional Policies

Welcome to the section of our Terms of Service that outlines additional policies related to the presence and interaction with support pets, including our own support dog, Scout, at The Little Black Duck Co. Pty Ltd. These policies are part of our commitment to creating a supportive, inclusive, and safe environment for all our clients. Please note the following important aspects of this section:

- Optional Policies:** The policies regarding Scout and other support pets are not mandatory for all clients to sign. They are provided to offer clear guidelines and information for those who choose to interact with Scout or wish to bring their own support pets.
- Purpose and Scope:** These policies are designed to ensure the well-being and safety of our clients, staff, Scout, and any support pets that might be present. They outline the expectations, responsibilities, and rules to be followed for a harmonious and safe interaction.
- Scout Policy:** This policy pertains specifically to interactions with Scout, our support dog. Scout is present occasionally to provide comfort and emotional support. This policy is applicable only if you wish to interact with Scout during your visits.
- Support Pet Policy:** This policy provides guidelines for clients who wish to bring their own support pets to their appointments. It details the conditions under which support pets are allowed and the responsibilities of pet owners.



Terms of Service

5. **Informed Consent and Agreement:** By signing any of these policies, you acknowledge that you have read, understood, and agreed to the terms set forth. Your signature is only required if you choose to engage with Scout or bring your own support pet.
6. **Flexibility and Communication:** We understand that needs and preferences can vary greatly among our clients. We encourage open communication and are happy to accommodate your preferences regarding Scout and other support pets.

We invite you to read these policies carefully and feel free to reach out to us with any questions or concerns. Your comfort and safety are our top priorities, and we strive to accommodate your needs to the best of our ability. These policies additional policies do not need to be signed, and can also be revisited at a later date.

Scout Policy

We occasionally have the additional support of Scout, a support dog belonging to Melanie Martinelli. Scout is here to provide comfort and emotional support, enhancing the therapeutic environment for those who appreciate his presence. Please note the following key points regarding Scout's role and your interaction with him:

- **Optional Presence:** Scout is not present at the office at all times. His attendance is planned and communicated in advance. If you prefer that Scout not be present during your appointment, please inform us, and we will accommodate your preference.
- **Voluntary Interaction:** Signing the Scout Policy is only required if you wish to interact with Scout. If you choose not to interact with Scout, there is no need to sign the policy, and your sessions will continue as usual without his presence.

Below are the guidelines and terms that we ask all clients who wish to interact with Scout to understand and agree to:

1. **Purpose of Scout:** I understand that Scout is a support dog belonging to Melanie Martinelli and is present at the office to provide comfort and emotional support. Scout is not a professionally trained therapy animal.
2. **Nature of Scout:** I acknowledge that Scout is a large Greyhound, known for being generally gentle and relaxed. However, like any animal, he may react if he feels threatened, hurt, or abused.
3. **Interaction Guidelines:** I agree to interact with Scout in a gentle and respectful manner at all times. This includes not engaging in rough play, not startling him, and not engaging in any form of mistreatment or abuse.
4. **Liability for Misconduct:** I understand and agree that if I fail to adhere to these guidelines and Scout reacts in a defensive manner, The Little Black Duck, Melanie Martinelli, and any associated staff will not be held responsible for any resulting injuries or damages.



Terms of Service

- Supervised Interactions:** I acknowledge that all interactions with Scout will be supervised by Melanie Martinelli or an appointed staff member, and I will follow any instructions given regarding my interactions with Scout.
- Right to Refuse Interaction:** I understand that Melanie Martinelli reserves the right to terminate any interaction between me and Scout if it is deemed that Scout's well-being is at risk or if my behavior is inappropriate.
- Acknowledgement of Risk:** I acknowledge that there are inherent risks involved in interacting with any animal, including Scout, and I agree to assume all such risks.
- Consent:** I consent to the presence of Scout during my appointments and interactions at The Little Black Duck.

Support Pet Policy

At The Little Black Duck Co. Pty Ltd we understand the significant role that support pets can play in the well-being and comfort of our clients. To accommodate this, we have established a Support Pet Policy, allowing clients to bring their support pets to their appointments under certain conditions. Please take note of the following important points regarding the presence of support pets:

- Pre-Approval Required:** Clients wishing to bring their support pet must seek pre-approval from our staff. This is to ensure the safety and comfort of all clients and staff, as well as to manage any potential allergies or fears.
- Applicable Policy:** Clients bringing a support pet must agree to and sign our Support Pet Policy, which outlines the responsibilities and expectations associated with bringing a support pet to our premises.
- Safety and Comfort of All:** The policy is designed to maintain a safe and comfortable environment for everyone at The Little Black Duck Co. Pty Ltd, including clients, staff, and other support pets.

Support Pet Policy

Identification of Support Pet: I confirm that my support pet, is required for emotional, therapeutic, or accessibility reasons.

Responsibility: I understand and agree that I am solely responsible for the behavior and well-being of my support pet at all times during our visit to the little black duck.

Liability: I agree to assume full responsibility for any and all injuries or damages that are caused directly or indirectly by my support pet to any person or property while at The Little Black Duck. I agree to indemnify and hold harmless The Little Black Duck Co. Pty Ltd

Control and Behaviour: I affirm that my support pet is well-behaved, under control. its employees, and agents from any claims, actions, losses, damages, or expenses arising from my support pet's presence at the facility.

Health and Safety: I confirm that my support pet is in good health, free from fleas, ticks, and parasites, and is



Terms of Service

up to date with vaccinations as required by local laws and regulations.

Clean-up: I agree to be responsible for the immediate removal and proper disposal of my support pet's waste.

Removal Rights: I understand that The Little Black Duck Co. Pty Ltd reserves the right to request the removal of my support pet from the premises if it becomes disruptive or poses a threat to the safety and well-being of others.

Acknowledgement of Risk: I acknowledge that there are inherent risks associated with bringing a support pet into a public environment and agree to assume all such risks.

Applicable Laws: I understand that my rights and responsibilities as a support pet owner are subject to local laws and regulations, and I agree to comply with all such requirements.

Agreement to Terms of Service

By signing below, you, the client, or the authorising signatory, acknowledge that you have read, understood, and agree to the terms of service as outlined in this agreement with The Little Black Duck Co. Pty Ltd. It is understood that these terms constitute a binding agreement between you and The Little Black Duck Co. Pty Ltd and will govern the ongoing relationship and service provision.

Please be aware that failure to agree to these terms may impact our ability to provide services to you. In such cases, we may be unable to commence or continue service provision until an agreement is reached and acknowledged through your signature.

We encourage you to discuss any questions or concerns you may have about these terms with us prior to signing. We are committed to working collaboratively to ensure that our services meet your needs and expectations.